

Iowa City

Iowa City Assn. of Prof. FF #610

7/1/2006 6/30/2009

CONTRACT BETWEEN

CITY OF IOWA CITY

AND

IOWA CITY ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS

IAFF, AFL-CIO, LOCAL #610

JULY 1, 2006

TO

JUNE 30, 2009

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PREAMBLE

This Contract is entered into by the City of Iowa City, Iowa, referred to as the "City" and the Iowa City Association of Professional Fire Fighters, I.A.F.F. AFL/CIO, Local 610, referred to as the "Union", for the purpose of promoting harmonious and cooperative collective bargaining between the parties.

The parties agree to the following specific provisions:

ARTICLE I RECOGNITION

The City recognizes the Iowa City Association of Professional Fire Fighters, I.A.F.F. AFL/CIO, Local 610, as the exclusive bargaining agent for all permanent City of Iowa City Fire Fighters, Lieutenants, and Captains and excluding the Fire Chief, Battalion Chiefs, Fire Marshal, and all those excluded by Section 4 of Chapter 20 of the Code of Iowa. This representation is based on a Decision and Order promulgated by the Iowa Public Employment Relations Board on December 16, 1975. This Contract is not intended to bind either party with respect to future unit determinations or rights of representation of new titles, departmental reorganization or any other administrative variations of the present department organization.

The City agrees that it will not sponsor or promote, financially or otherwise, any other group, individual, or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE II MANAGEMENT RIGHTS

Section 1. Except as limited by the express provisions of this Contract, nothing herein shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to the following:

- a. To direct the work of its employees.
- b. To develop, implement and enforce work rules, safety standards, performance and productivity standards.
- c. To hire, promote, transfer, assign, classify, schedule, evaluate, and retain employees within the operation of the City government and to develop and maintain qualification standards and procedures for employment, promotions, and transfers.
- d. To discipline, suspend or discharge employees for just cause.
- e. To maintain the efficiency of the governmental operation and to determine and maintain the nature, scope and definition of City organization.
- f. To relieve employees from duties because of lack of work, lack of adequate public financing, or for other legitimate reasons.
- g. To determine the amounts, methods, and procedures for compensating employees and the definition of, necessity for, allocation of, and nature of overtime and the method of compensating overtime.
- h. To determine and implement the methods, means, tools, locations, equipment, and assignment of personnel by which its operations are to be conducted including but not limited to the right to contract and subcontract work.
- i. To take such actions as may be necessary to carry out its mission.
- j. To initiate, prepare, certify and administer its budget.
- k. To exercise all powers and duties granted to it by law.

ARTICLE III NO STRIKE--NO LOCKOUT

Section 1. No Strike. No employee covered by this Contract shall engage in any strike at any City facility or at any location in the City where City services are performed during the life and duration of this Contract. If any strike shall take place, the Union will immediately notify employees engaging in such activities to cease and desist. Employees in the bargaining unit, while acting in

the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. The City will make every reasonable effort to assure employee safety in crossing picket lines. Any employee engaging in any activity in violation of the Article shall be subject to immediate disciplinary action including discharge by the City.

"Strike" means a public employee's refusal, in concerted action with others, to report to duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment.

Section 2. No Lockout. The City agrees not to lock out employees as a result of disputes arising out of the terms of this contract.

ARTICLE IV DUES CHECK OFF

Section 1. The City agrees to deduct Union membership fees and dues once each month from the pay of those employees who individually authorize in writing that such deductions be made. The Union will verify the dues structure to the City in a letter signed by the President and notarized. Authorization for check off must be received by the 15th of the month in order to be withheld from the first check of the next month.

Section 2. Check off monies will be deducted from the first pay check of each calendar month and shall be remitted, together with an itemized statement, to the Union Treasurer within ten (10) days after the deductions have been made.

Section 3. The City will not deduct dues beginning the first of the calendar month after which an employee is no longer part of the bargaining unit. An employee may voluntarily cancel or revoke authorization for check off by delivery of written notice to the City. The City will provide a copy of the notice to the Union. Cancellations received by the 15th of the month will become effective on the first of the next month.

Section 4. The City will not be liable and will be held blameless for damage arising by virtue of mistakes in connection with funds collected under the provisions of this Article. The City will not be responsible for payment of dues, special assessments or any other deduction upon an individual's default.

ARTICLE V HOURS OF WORK

Section 1. The normal work week will average fifty-six (56) hours, consisting of twenty-four (24) hours on duty (commencing at 0700 hours), twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, ninety-six (96) hours off duty, but no employee shall be guaranteed any specific number of hours in any one week.

Sworn personnel of the Fire Department bargaining unit will work in twenty-four (24) hour shifts, except such members as assigned to other special shifts by the Chief. An adjustment in benefits will be made for employees who are assigned to other than fifty-six (56) hour week.

Section 2. Temporary variations in shift assignment or changes in days on and off may be made upon twenty-four (24) hours notice. No prior notice is required to change schedules in an emergency or in the case of inclement weather.

Section 3. Trading of Time. The City will permit fire fighters to exchange work shifts within grade and between captains and lieutenants upon the following procedures:

- a. Two employees below the rank of Captain may make a mutual request in writing to the Captains of the respective shifts 24 hours in advance except in the case of emergency when shorter periods of notice are required. Captains will forward their own request directly to the Fire Chief or his/her designee.
- b. The Fire Chief or his/her designee will approve or deny the request, but permission to trade will not be denied without reason.
- c. The employee receiving the work shift off in the exchange shall pay back the employee taking his/her place, as required by the law.
- d. The substitution may not impose any additional costs on the Employer. In the event the employer is required to pay any overtime because of the failure of an employee to pay another back in timely fashion, this overtime pay shall be deducted from the pay of the negligent employee.

Section 4. Staffing. The Chief has sole discretion to determine the number of people who take time off in any rank as well as the level of staff for the Fire Department.

Section 5. Pay outside of classification. If an acting temporary appointment out of rank is made by the Fire Chief for a period of 24 or more consecutive work hours, the employee so appointed will be paid at the rate of 4% above his/her current salary/hourly rate or at the first step rate of the rank being replaced if they are at the top step of their permanent pay range. Such pay adjustments will be retroactive to the original date of assignment.

If an acting temporary appointment to a Battalion Chief's position is made by the Fire Chief for a period of twenty-four (24) consecutive work hours or more, the Captain appointed will be paid at the rate of 4% above his/her current salary/hourly rate. If a lieutenant is so appointed, they shall be paid at a rate of 4% above the Step 1 rate for a Captain.

Overtime during any such acting temporary appointment, when worked in such acting capacity and when compensated by overtime pay, shall be compensated at one and one-half (1½) times the acting hourly rate. However, the Fire Chief may assign an employee who is working on his/her regular shift to such acting capacity in order to avoid paying acting pay at the overtime rate to an employee in overtime status.

Such appointments will be made by the Fire Chief as follows:

- a. Firefighters acting out of rank: In making temporary out-of-rank assignments the Fire Chief will look to the Firefighters assigned to the station affected. Of such Firefighters, a Firefighter on the Lieutenant promotional list will have priority in accepting the assignment. If no Firefighter appears on the Lieutenant promotional list, the senior Firefighter at the affected station will have priority in accepting the assignment except that for such temporary assignments of 72 consecutive working hours or longer, the Chief may assign any Firefighter who is on the Lieutenant promotional list. If the Firefighters assigned to the station do not accept the assignment, the Firefighter moving to the affected station as the replacement will then be offered the temporary out-of-rank assignment.
- b. Lieutenants acting out of rank: In making temporary out-of-rank assignments, the Fire Chief will share among Lieutenants such assignments with consideration to a Lieutenant's standing on the Captain promotional list.

The Fire Chief reserves the right to assign temporary out-of-rank assignments if no personnel voluntarily accepts such assignment. The Fire Chief reserves the right to establish minimum standards for persons given out-of-rank assignments.

Section 6. Excused Tardiness. Employees shall be allowed two (2) fifteen (15) minute penalty-free tardiness' annually. This provision shall only be applicable in situations involving unintentional tardiness.

Section 7. Administrative Duty. A continuous shift employee (56 hours/week) assigned to administrative duty (referred to as "light duty") with a forty (40) hour work week schedule will continue to accrue all benefits and compensation at their continuous shift rate while on the 40 hour assignment, and will use benefits on a pro-rated basis. The ratio will be 56/40 or 1.4, and will be used when reporting accrual usage, i.e. for every one hour of time taken, 1.4 hours will be reflected on the accrual usage.

Work week:	56 hours/40 hour = 1.4
Annual hours worked:	2912 hours/2080 hours = 1.4
Holiday time:	135 hours/96 hour = 1.4

If an employee terminates while on a 40 hour work week schedule, their benefit payout will be calculated on a 56 hour benefit schedule, at the 56 hour work week rate.

When employees on administrative duty work beyond eight (8) hours per day, every effort will be made to adjust the remainder of the work week to limit total work hours to 40 per work week. If this is not possible, comp time will be accrued or overtime will be paid in accordance with applicable laws. In addition, usage of time will be limited to hours absent from the 40 hour work schedule, at the pro-rated basis.

ARTICLE VI OVERTIME

Section 1. For purposes of this Article a "day" is defined as beginning at 7:00 A.M. and ending twenty-four (24) hours later.

Section 2. Overtime is work performed by a permanent employee who is required to work at the end of twenty-four (24) hour shift or who is called back to work for fire department activities. Prior authorization from the Officer in charge is required before overtime will be credited. Employees may be periodically required to work overtime but may request not to do so because of physical inability as determined by the Chief or his/her designee.

Overtime is voluntary where overtime assignments are made over seventy-two (72) hours in advance; provided, however, the right to refuse an overtime assignment shall be limited to the first three (3) employees asked to report to work on a particular work day. Thereafter, overtime shall be mandatory.

The Fire Chief shall make assignments as soon as he/she knows of the need. There will be no pyramiding of overtime.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the current base hourly rate of the employee or by compensatory time off at the rate of one and one-half (1-1/2) hours of each hour of overtime worked. Permanent employees may accumulate up to 48 hours of compensatory time which may be taken off at times agreed upon by the employee and the supervisor. The Chief will consider departmental staffing needs, financial considerations, and employee preferences in determining whether overtime is paid or compensatory time given. In the event that the Chief shall establish a standing policy that for some period of time all overtime worked will be compensated exclusively either by pay or by compensatory time off, such policy will be declared by written notice to the bargaining unit. Upon termination the employee will be paid for all remaining compensatory time. If an emergency situation occurs, as determined by the

Chief at the end of a fiscal year which would result in a probable loss of compensatory time due to year end accruals, the Chief may authorize overtime payment in lieu of compensatory time at the end of the first full pay period of the new fiscal year.

Section 3. Minimum Call-In. An employee who has completed a work day and who is called in to work in an emergency situation without prior notice will be paid for a minimum of two and one-half (2-1/2) hours. If the emergency call-in takes more than two and one-half (2-1/2) hours the employee will be compensated for time spent. Minimum call-in will be paid at the overtime rate. This section shall not apply to employees who are already at their place of assignment for the purpose of reporting for regular or other previously assigned duty and who are utilized to supplement, rather than replace, on-duty personnel.

Section 4. Calculation of Overtime. Generally, overtime will be recorded on the basis of six (6) minute segments, and an employee must work an entire segment to be credited with one-tenth (1/10) hour for overtime. However, in the case of retention time, an employee will receive one (1) hour of overtime for any part of an hour of previously authorized work.

E.g., if a unit is called out at 6:30 A.M. for a fire and are unable to return to the station until 7:20 A.M., each crew member who has received authorization to answer the call will receive one (1) hour of overtime. In the event that the crew is required to stay until 8:20 A.M. (1 hour 20 minutes) the time in excess of one hour will be recorded to the nearest one-tenth (1/10) hour and the employee would receive 1.3 hours of overtime.

ARTICLE VII SPECIAL LEAVES

Section 1. On the Job Injury. In the event of a temporary and disabling injury or disease of an employee while at work, the City shall provide a leave of absence with pay, provided the injury or disease is incurred in or aggravated by the actual performance of duty at some time or place. The City shall bear any and all costs for treatment of such injury or disease.

The City's Medical Advisor shall make the initial judgment on whether time off work is required by the injury or disease.

The allowance provided by this Section shall be administered consistent with the provisions of Chapter 411 of the Code of Iowa.

Section 2. Funerals. An employee will be granted a maximum of two (2) shifts per incident as determined by the Chief with no loss of compensation to attend the funeral of his/her spouse, domestic partner as recognized by City policy, children, mother, father, stepparent, sister, brother or grandparent.

An employee will be granted up to one (1) shift per occurrence with no loss of compensation nor loss of accrual from sick, annual, or compensatory time to attend the funeral of his/her mother-in-law, father-in-law, grandparent-in-law, aunt or uncle, brother-in-law, sister-in-law, or permanent member of the immediate household. In-law relationships referred to herein shall include such relationships through a domestic partner as recognized by City policy.

If additional time is needed, an employee shall be permitted to use up to one (1) shift of accumulated sick leave with the approval of the Fire Chief or Battalion Chief.

Section 3. Leave of Absence Without Pay. A leave of absence without pay is a predetermined amount of time off work, which has been requested by the employee, recommended by the Fire Chief and approved by the City Manager. Generally, such leave shall not exceed twelve (12) months. Upon termination of any such leave of absence, the employee shall return to work in the same range and step as when he/she left and will receive compensation on the same basis as if he/she had continued to work at his/her regular position without leave, provided that, during that period, if the nature of operations has changed so that similar work does not exist the employee may apply for vacancies in related areas or other vacancies at the City for which the

employee is otherwise qualified. If an opening for the employee no longer exists in his/her civil service rank, he/she will be assigned to the first open position which becomes available in his/her civil service rank, or in a lower rank, within 90 days of the termination of such leave of absence, or, in the case of a leave of absence necessitated by a medically certified illness or injury to the employee, within 180 days of the termination of such leave of absence. Once an employee returns to work in a position as provided herein, that position shall become his/her permanent civil service rank.

In the event an employee fails to return to work at the end of any such leave or extension he/she shall be deemed to have voluntarily resigned or, if applicable, voluntarily retired on the last day of work prior to such leave. During a leave of absence without pay, the employee:

- a. cannot pay retirement contributions if the leave exceeds one month in duration;
- b. shall not receive any other accruals or job benefits during the period of absence;
- c. shall not acquire additional seniority during said leave except in the case of temporary medical disability or where otherwise specified by this Agreement;
- d. shall not earn sick, vacation, or other leave;
- e. must use all accumulated leave time to which he/she is entitled prior to the time that the leave without pay commences;
- f. must pay prorated health, dental and life insurance premiums falling due during any month the employee is not on the payroll, if coverage is desired and is available subject to insurance carrier approval, as follows:
 1. For any calendar month during which the employee is on unpaid leave not exceeding ten calendar days and insurance coverage is desired, the City will pay the cost of the insurance premiums for Medical, Dental and Life insurance.
 2. For any calendar month during which the employee is on unpaid leave in excess of ten calendar days and insurance coverage is desired, the employee must pay 1/20 of the insurance premium for each calendar day beyond ten days that the employee is on unpaid leave of absence. The remainder of the premium will be paid for by the City.
 3. The employee may choose which insurance coverages, if any, are to be retained during the unpaid leave of absence.
 4. Payment for insurance coverages desired by the employee may be deducted from current or future pay due to the employee. Failure to return from an unpaid leave where insurance coverage was desired will result in the City billing the individual for costs which would otherwise have been deducted from the employee's pay.

The Fire Chief may waive the above conditions (a. through e.) for leaves of absence not exceeding ten (10) calendar days.

Section 4. Jury Duty. An employee summoned for jury duty shall notify the City so that a request to the Court in writing may be made to excuse the employee because of the nature of fire suppression activities. In the event that no such request is made by the City or that the employee is not excused, the employee shall receive his/her regular compensation from the City for all

regular duty time spent in jury service and the City shall receive the pay earned for such jury service. Compensation for travel expenses may be retained by the employee. An employee shall report to the assigned work area both before and after time spent on jury duty for regularly scheduled work days.

Section 5. Witness Fees. An employee shall be granted leave with pay when required to be absent from work for the purpose of testifying in court in response to legal summons, when such appearance arises directly from his/her duties or obligations as an Iowa City firefighter, and the City shall receive the witness fees up to the amount of compensation paid to the employee for days testified.

Section 6. Military Leave. The City will comply with the Code of Iowa on military leave.

Section 7. Pregnancy Leave. A pregnant employee shall be entitled to a leave of absence without pay if she is disabled as a result of pregnancy or related cause at the exhaustion of other accumulated leaves. All employees requiring such leave shall notify the Fire Chief prior to the anticipated date of birth and should be able to substantiate their condition by a doctor's statement. Employees may work during pregnancy if health permits.

Those granted leaves under this section shall present a doctor's statement as to pregnancy disability and recovery therefrom. Within seven (7) days following birth, miscarriage, or abortion, the employee shall advise the City of the date by which she will return to work. Unless the employee returns to work by such date, or any other date by reason of extension granted by the City, the employee will be considered to have voluntarily resigned or retired.

ARTICLE VIII HOLIDAYS

Section 1. The following days shall be paid holidays for permanent employees: New Year's Day (January 1); Martin Luther King, Jr. Day (third Monday in January); Washington's Birthday (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day (fourth Thursday in November); the Friday after Thanksgiving; Christmas Day (December 25); and one personal leave day.

Section 2. In addition, there shall be granted to permanent employees who do not work a continuous shift the day before or after Christmas, or the day before or after New Year's Day as an additional holiday. The City Manager may direct that employees observe a particular day for this holiday but if the Manager fails to make such designation by December 15 of the calendar year in question, employees may select a particular day subject to the approval of the supervisor. If the City Manager does not designate a day employees may choose a day between December 24 and January 2 for this holiday with the supervisor's approval.

Section 3. Permanent employees on a continuous shift shall receive one hundred thirty-five (135) hours of holiday credit on the first day of each fiscal year as defined in Article XXVII, Section 1, of this agreement. Any continuous shift employee who begins work after July 1 of any calendar year will receive credit for the remaining holiday dates in the year. If an employee separates after July 1 of any year, those holidays which have been credited but which have not yet occurred will be deducted for the purpose of considering separation pay. Requests for use of holiday time shall be made to the Battalion Chief who shall determine when holiday time may be taken.

For the purpose of this Article, a holiday for continuous shift employees begins at 7:00 A.M. on the day of the holiday and continues for a period of twenty-four (24) hours thereafter.

Section 4. In lieu of overtime pay for working on a holiday, a payment of \$310 (\$31.00 per holiday) for the fiscal year will be made to each permanent full-time continuous shift bargaining unit employee. Payment will be made on the second payday of the fiscal year. Any continuous shift employee who begins work after July 1 of any year will receive payment for the remaining holiday dates in the year. If an employee separates after July 1, those holidays which have been paid but which have not yet occurred will be deducted for the purpose of considering separation pay.

Section 5. Part-time employees will receive holiday pay on a pro rata basis.

Section 6. Holidays or personal leave days shall not be carried beyond the last day of any fiscal year as defined in Article XXVII, Section 1 of this agreement.

Section 7. Definitions. "Continuous shift employees" as used in this article includes all personnel who are working on twenty-four (24) hour shifts.

ARTICLE IX SICK LEAVE

Section 1. Accumulation. Employees shall be granted twelve (12) hours of sick leave credit per month and shall have the right to accumulate unused sick leave up to a maximum of 2,160 hours (90 shifts). Sick leave shall not be accumulated while an employee takes a leave of absence without pay but any employee granted a City paid leave shall continue to earn sick leave. Accumulation of sick leave shall commence on the date of first permanent employment. Additional sick leave will not accrue while an employee is receiving pension compensation on any basis or on an unpaid leave of absence except a temporary occupational disability. Employees on temporary occupational disability leave shall continue to accrue sick leave during the first ninety (90) days of such leave.

Upon retirement, the City shall pay for one-half (1/2) of the accumulated sick leave on the basis of the employee's current hourly base salary, provided that the dollar amount of the payment may be up to but shall not exceed the amount that an employee would have been due if he/she had terminated on June 28, 1985. Employees hired on or after June 29, 1985, are not eligible for payment under the provisions of this paragraph. An employee must have been employed by the City for at least one year in order to be eligible for payment of accumulated sick leave upon termination.

Section 2. Use of Sick Leave.

- a. An hour of accumulated sick leave shall be used for each hour an employee is sick and off work during a work week. A doctor's statement regarding nature of illness and recovery therefrom may be required. Sick leave may be used on an hour-to-hour basis for doctor's appointments or other health maintenance needs.
- b. In addition to sickness of an employee, sick leave may be used for:
 - (1) On-the-job injury;
 - (2) Serious illness or hospital confinement of a spouse, domestic partner as recognized by City policy, or child, or critical illness of the employee's mother, father, mother-in-law, father-in-law, including mother or father of a domestic partner, brother, sister, or grandparents, as well as any other relatives or members of the immediate household of the employee up to a maximum of forty-eight (48) hours per occurrence, provided the employee's presence and efforts are needed.

Critical illness is defined as a life threatening illness or malady.

Serious illness is one in which the ill person is incapacitated to such a degree that he/she cannot alone adequately provide for his or her daily living needs.

Section 3. Notifications. An employee shall notify his/her supervisor as soon as reasonably possible of any sickness or illness which will cause him/her to miss work and, unless such notification is given prior to the beginning of the work day, the absence will not be charged to sick leave, but will be charged to other accumulated leave or to leave of absence without pay. Unusual circumstances will be evaluated and may result in charging the absence to sick leave. An employee who becomes sick at work will notify his/her supervisor before leaving the area. An employee who is unable to perform any required duties as a result of illness must leave the work area and charge the time to sick leave or other accumulated leave, or to leave without pay.

Section 4. In the event an employee is injured or disabled on the job requiring time away from work, no deductions shall be made from the employee's accumulated sick leave or annual leave unless such employee requires more than two (2) shifts following the day of the injury in which to recuperate and return to work.

Section 5. While an employee is receiving sick leave pay from the City, self-employment for pay or work for another employer for pay is expressly forbidden. A waiver of this provision shall be given if the employee presents evidence from his/her physician to the satisfaction of the City that the employee's medical disability would preclude fulfillment of the employee's duties with the City, but that the nature of the disability would permit work at alternative outside employment.

Section 6. Sick Leave Bank.

- a. Permanent employees in the bargaining unit may apply to the Sick Leave Bank if they have exhausted their own sick leave accumulation and are seriously ill. Hours of sick leave shall be contributed to the bank by bargaining unit members who have reached the maximum accumulation of sick leave (2160 hours or 90 shifts) at the rate of 5.54 hours per pay period. The City does not formally maintain a bank balance; however, the City acknowledges that sufficient hours exist in the bank to cover all requests. Contributing to the Bank does not guarantee an automatic loan from the Sick Leave Bank.
- b. Employees who use Sick Bank days will repay the bank at the regular sick leave accrual schedule after returning to work. Employees who do not return to work or who fail to accumulate a sufficient amount of sick leave will pay back the Bank from other accrued leave or in cash, except for those cases where the joint City-Union committee may waive such payback due to the death or permanent disability of the employee.
- c. A joint City-Union committee will administer the use of Sick Bank days by employees. The committee will be made up of one Union representative, one City representative and one person chosen by the two representatives. The Bank Administration Committee will determine when sick leave may be used, application procedures, the length of time which any employee may borrow, the length of the waiting period after exhaustion of sick leave before employees may borrow time, amount of time before which days must be paid back, and other criteria for using Bank days.

The Committee is charged with maintaining the integrity of the Bank for serious or catastrophic illness of individuals in the entire unit and will develop policies to protect against abuse by individuals.

- d. The City will contribute 500 hours of sick leave to the Bank as of July 1, 1987. No individual may use more than six (6) shifts during any fiscal year under the terms of this Agreement.

ARTICLE X VACATIONS

Section 1. Accumulation. Vacations shall be earned and accumulated by month according to the following schedule:

<u>Length of Service</u>	<u>Hours Per Month</u>	<u>Hours Per Year</u>
0-5 years	12 hours (6 shifts/yr)	144
5 years 1 day-10 years	16 hours (8 shifts/yr)	192
10 years 1 day-15 years	18 hours (9 shifts/yr)	216
15 years 1 day-20 years	20 hours (10 shifts/yr)	240
More than 20 years	22 hours (11 shifts/yr)	264

The maximum number of hours eligible for carry over to a new contract benefit year as defined in Article XXVII, Section 1, shall be three hundred twelve (312) hours. Vacation time may be used on an hour-for-hour basis provided reasonable notice is given in advance and subject to the Fire Chief's approval which shall not be withheld without reason.

Section 2. Use of Vacation. An employee becomes eligible to use vacation time after he/she has been on the payroll as a permanent full-time fire fighter for a period of six (6) continuous months. (This may occur prior to the completion of probation.)

Between November 1 and December 31 each battalion will schedule vacations using the following procedure:

The Chief will indicate the minimum number of persons of each rank who must be working.

Employees will indicate their first choice in the order of seniority within the department. When the least senior person has expressed a first choice, the most senior person may indicate a second choice, with others following in order of their turn.

Unless an employee expresses his/her choice within two shifts, he/she will be considered to have forfeited a turn. The Battalion Chief and the Union representative will monitor the procedure for choice of vacations.

Section 3. Payment of Accumulation. Upon resignation or retirement after six (6) months of continuous service, an employee is eligible for payment of not more than two hundred eighty-eight (288) hours of accumulated vacation leave at the current base rate of pay.

ARTICLE XI UNION ACTIVITIES

Section 1. Union Meetings. The Union may use the Training Room for union meetings for three (3) hours not more often than once per month. Employees on duty may attend with the Battalion Chief's permission and such employees must be available for fire calls. Such meetings will be held at times when they do not interfere with Fire Department activities. No one on duty in outlying stations may attend except that if the Union President is assigned to an outlying station, he/she may arrange with another bargaining unit member assigned to the central station to temporarily trade station assignments in order to attend said meeting, subject to approval by the Battalion Chief on duty.

Section 2. Documents. Documents belonging to the Union may be stored at the Central station in the same manner in which they are currently stored in file cabinets belonging to the Union. These may be moved to an outlying station if the Union President is permanently assigned there. The Union will be responsible for moving the file cabinets.

Section 3. State Convention. Two bargaining unit members from different shifts may have up to two shifts off duty to attend the annual meeting of the Iowa State Association of Professional Fire Fighters Convention. The Union will designate in writing who will attend the convention ten (10) days prior to the date of the convention. All arrangements for taking time off under this Section will be cleared with the Chief.

Section 4. State Officers. State Officers shall be given up to two (2) shifts off duty to attend the annual meeting of the Iowa Association of Professional Firefighters Convention. The Union shall provide a qualified replacement, agreed to by the Chief, to work for the State Officer. The City shall not be held liable for payment of wages or time off due to the replacement.

Section 5. Negotiations. In the event that the parties to this contract determine that future negotiations are appropriate, not more than one (1) member of the bargaining unit may attend the negotiations while on duty without loss of compensation. The member will remain available for emergency calls during the negotiation period.

ARTICLE XII UNIFORMS AND EQUIPMENT

Section 1. Uniforms. The City will provide any uniforms and equipment which are required for employees. The following uniforms will be provided:

Uniform cap (baseball style)	Turn out coat
Necktie	Firefighting helmet
3 pair shorts	SCBA facepiece
3 pair sweatpants	Spring/fall jacket
1 winter hat	Belt
2 short-sleeve uniform shirts	2 long-sleeve uniform shirts
5 uniform pants	3 t-shirts (annually)
(Uniform pants & shirts to be of an	5 t-shirts (new employee)
NFPA approved station wear type)	1 pair uniform shoes
Winter uniform coat	1 uniform sweatshirt (annually)
2 uniform polo type shirts	2 cold weather duty wear work shirts
(annually)	Firefighting boots
3 uniform polo type shirts	Turn out pants
(new employee)	Firefighting hood
Department patches/badges	
Firefighting gloves	

Initial tailoring will be provided. Employees may purchase their own work shirts as long as shirts meet general specification as to color and style.

Replacement of the above equipment will be by the City upon the Chief's determination of need.

The City will compensate unit employees for the replacement cost of eyeglasses which are broken or damaged in fire fighting duties including training and inspections. The Chief will determine the legitimacy of all claims under this section.

The City will pay each bargaining unit employee \$50.00 annually toward cost of cleaning uniforms which require dry cleaning. Such payment shall be made as of December 1 of the Contract year.

ARTICLE XIII INSURANCE

Section 1. Medical Health Insurance. The City will provide the health insurance policy known as the Blue Cross/Blue Shield "Iowa 500" two-day deductible plan for employees and eligible dependents. Employees who elect to obtain family coverage will pay a portion of the monthly premium (prorated for part-time employees) toward the cost of such coverage, as follows: forty-five dollars (\$45.00) per month in FY2006-2007; fifty dollars (\$50.00) per month in FY2007-2008; and fifty-five dollars (\$55.00) per month in FY2008-2009. A pro rata share of the cost of the premium will be paid for part-time employees.

A description of the provisions of the negotiated "Iowa 500" plan are set forth in Appendix "B". Benefit coverages are based on usual, customary and reasonable rates. Disputes regarding specific claims shall be addressed to the insurance company and are not subject to the grievance procedure of this agreement.

The parties agree to actively pursue incentives and/or alternatives to the existing health care plan and pledge their mutual cooperation to achieve this end. However, no such programs will be implemented except upon mutual agreement by the City and the Union.

The City may meet with representatives of the Union for the purpose of negotiating an alternative to the "Iowa 500." Up to three (3) Union representatives may attend such meetings without loss of pay. Should the parties fail to agree, they will proceed to arbitration pursuant to Article XXII. The issue to be decided by the arbitrator is the appropriateness of such an alternative, and whether or not it is reasonably equivalent to the "Iowa 500." If the arbitrator determines that the alternative is not appropriate or reasonably equivalent, the "Iowa 500" plan shall remain in effect.

Section 2. Life Insurance. The City will provide a term life insurance policy for employees the face value of which is an amount equal to the next even thousand dollars greater than annual salary.

e.g., If an employee's annual salary is \$40,240, the face value of the life insurance policy is \$41,000.

In the policy currently provided coverage does not become effective until ninety (90) days after employment.

Section 3. Dental Insurance. The City will provide dental insurance for employees. Family dental insurance will be made available to the employee at the employee's expense. The City will pay \$7.00 per month or full individual premium cost for employees during the term of this agreement. The City shall not be prejudiced in future collective bargaining by paying full individual dental insurance premium costs that are in excess of \$7.00.

A description of the provisions of the negotiated Delta Dental plan is set forth in Appendix "B". Benefit coverages are based on usual, customary, and reasonable rates. Disputes regarding specific claims shall be addressed to the insurance company and not subject to the grievance procedure of this agreement.

ARTICLE XIV DUTY OUTSIDE THE CITY

In the event the City directs an employee to perform duties outside the corporate limits of the City of Iowa City, Iowa, the employee shall receive every benefit, right, and privilege to which he/she would have been entitled had said duties been performed within the corporate limits of Iowa City.

ARTICLE XV TRAINING PROGRAMS

The City and the Union agree that training and development of employees within the bargaining unit is of primary importance to maintaining high standards of fire protection for the citizens of Iowa City. The City agrees to assist employees in acquiring the knowledge, skills and attitudes needed to perform the work most effectively to the extent that there is an increase in efficiency and economy within the Fire Department. A continuous training program will be maintained based on need as determined by the Chief. Self-development will be encouraged where possible and will include training in management and supervisory skills as well as technical areas.

When they are required by the City to attend training activities away from the station, employees will be reimbursed for expenses in keeping with City procedures for reimbursing such expenses. Compensation for required training will be by prior authorization on the basis of straight time for actual hours spent in training.

Subject to the discretion of the Fire Chief, the City recognizes the need for training in particular areas such as EMT and will provide such training when deemed appropriate.

ARTICLE XVI BULLETIN BOARDS

Section 1. The City shall assign space on bulletin boards for the Union to post notices. The Fire Chief will have final review of materials posted or displayed on walls, bulletin boards, blackboards, and other similar surfaces in the Fire Department.

ARTICLE XVII PERSONNEL TRANSACTIONS

Section 1. Employees shall receive a copy of payroll transactions, performance evaluations, and other documents which will be used for purposes of promotion, evaluation or discipline within thirty (30) days after documents are placed in their files.

Section 2. Under the supervision of an employee of the Human Relations Office and during normal business hours, employees shall have access to their personnel files including the right to copy the contents of the file at their own expense.

Section 3. Upon request, the City shall remove documents relating to minor disciplinary offenses from the employee's file once per year on or about July 1. Past infractions will only be removed if an employee goes twelve consecutive months without any disciplinary action whatsoever noted in his/her record.

Section 4. Upon request, each employee shall receive a copy of his/her job description upon permanent appointment to the position in question.

ARTICLE XVIII DISCIPLINE

Section 1. Purpose. All parties of this Contract recognize that a certain amount of discipline is necessary for efficient operation of the City and the City has rights and responsibilities under law in providing services in an efficient manner. These certain penalties for infractions are agreed upon by the parties as a mode of operating and are not intended to limit the management

rights of the City as explained in Chapter 20 of the current Code of Iowa. Disciplinary actions against employees will be taken for just cause. Employees shall elect to pursue appeals of disciplinary proceedings either through the Civil Service Commission or through the grievance procedure in this Agreement. The City agrees to impose discipline no later than thirty (30) days from the date it has clear notice of the facts constituting an infraction.

Section 2. The goals of progressive discipline are to correct behavior and produce efficient City operations rather than merely to punish wrongdoers. Disciplinary actions or measures shall ordinarily be invoked in the order listed:

1. Oral reprimand or warning (to be accompanied by written notification of same at the time of such disciplinary action or within one working shift after such action).
2. Written reprimand or warning.
3. Suspension with loss of pay.
4. Discharge.

Section 3. Serious violations may be dealt with by any of the above disciplinary measures on the first or subsequent offenses.

ARTICLE XIX TRANSFER PROCEDURES

Section 1. Voluntary Transfers. An employee desiring to transfer to another battalion may make written application to the Fire Chief. The Chief will review the request and will consider the ability and experience of the member, the nature and type of work to be performed within the battalion, and the rank and seniority of the members and the need for personnel having certain qualifications within the battalion. Special consideration by the Chief will be given for emergency circumstances. Generally, voluntary transfers will take place under one of two conditions:

- a. Two (2) employees desire to trade battalions, OR,
- b. A vacancy exists on another battalion.

Employees may not make more than one voluntary transfer per year. Nothing in this Article limits the Chief from making involuntary transfers.

ARTICLE XX SUPPLEMENTAL EMPLOYMENT

Section 1. Employees may have outside employment provided that such employment does not conflict with the duty hours of the employee or with the satisfactory or impartial performance of their duties and provided that such employment does not adversely affect the City.

Section 2. The employee agrees to notify the Fire Chief of his/her outside employment. The employee will notify the Fire Chief when outside employment or employer changes. The Fire Chief retains the right to disapprove such outside employment under the provisions of Section 1 of this Article.

ARTICLE XXI

SAFETY

Section 1. The City and the Union recognize the importance of the personal safety of individual employees on the job and recognize that fire fighting is a hazardous activity which subjects an individual to more risks than other employment or activities.

Section 2. Periodic training in safety matters will be provided to employees who engage in hazardous work. Employees will have access to protective gear as required by law. Employees will use property and equipment of the City with due care appropriate to the work performed and equipment used.

Section 3. Employees who operate equipment shall report any defect noticed by him/her in said equipment to the immediate supervisor as soon as possible.

Section 4. Health and Safety Committee. A health and safety committee composed of representatives of the City and the Union will act as advisors and make recommendations to the Fire Chief in the area of health and safety. Their duties shall include but not be limited to:

- a. Conducting health and safety lectures as needed.
- b. Investigation of accidents and injuries and making recommendations to the Fire Chief on steps to take to prevent a recurrence.
- c. Monitoring of the testing of apparatus and equipment (testing procedures outlined in applicable NFPA Standards).
- d. Conduct safety checks in all stations and forward results to Fire Chief.
- e. Conduct Committee meetings quarterly (if needed) to discuss Health and Safety and related topics.

Section 5. Drug Testing. The City and the Union recognize the rights and responsibilities of employees established by Iowa Code 730.5 (Drug testing of employees or applicants regulated).

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. Definitions. The word "grievance" wherever used in this Contract shall mean any dispute between the City and any employee with regard to the meaning, application or violation of the terms and provisions of this Contract.

Section 2. Representation. An employee will not be required to be represented by a Union representative, but has the right to be so represented if he/she chooses. In the event that the grievance proceeds beyond Step 3, an employee may not invoke arbitration without the approval of the Union and, in the case of an employee grievance, the Union may invoke arbitration only with approval of the employee grievant.

Section 3. Representatives. The Union will certify to the City the names of three (3) representatives and three (3) alternate representatives for the purpose of representing fire department members in the investigation and presentation of grievances. Not more than one representative will represent a grievant for any one grievance. The representative may use a reasonable amount of duty time to investigate grievances providing that the Battalion Chief gives permission for time to be used and provided that the grievance resolution does not interrupt regular fire department work.

Section 4. An employee shall use this procedure for the resolution and determination of disputes which arise under the terms of this contract. The Grievant does not lose legal rights by initiating a grievance under this procedure. However, if the Grievant elects to proceed beyond Step 3 of the Grievance Procedure the Grievant by so doing waives the right to exercise any other option(s) available to obtain satisfaction and the Grievant is bound by the decision of the Arbitrator. Suspensions, demotions, discharges, and other matters under the jurisdiction of the Civil Service Commission may be prosecuted either through the contractual grievance machinery or before the Commission. By electing one forum, the aggrieved employee shall be held to have waived the other forum.

Section 5. Procedure. A grievance that may arise shall be processed and settled in the following manner:

Step 1. The grievance shall be presented orally for discussion between the employee grievant, the representative, if applicable, and the battalion chief within nine (9) calendar days of the event giving rise to the grievance. The battalion chief will either adjust the grievance or verbally deliver an answer to the employee grievant or representative within nine (9) calendar days. In the event that no response is received from the supervisor, the grievant shall proceed to Step 2.

Step 2. If the grievance is not resolved by Step 1, the grievant or representative may, within seven (7) calendar days following completion of Step 1, present three (3) written copies of the grievance signed by the employee grievant. The copies are to be distributed as follows: One copy to chief negotiator for City (or designated representative), one copy to Fire Chief (or designated representative), and one copy to the Union. The written grievance shall contain a statement from the employee of the facts and section of this Contract grieved and must specify the relief or remedy desired.

The Fire Chief shall investigate and document the grievance and issue a decision in writing to the grievant and/or representative within ten (10) calendar days. If no response is received, the grievant shall proceed to Step 3.

Step 3. If the grievance is not resolved at Step 2, the grievant or representative may submit the grievance to the City Manager or his/her designee within seven (7) calendar days of the completion of Step 2. The City Manager will investigate and respond to the grievant within fourteen (14) calendar days following receipt of the grievance at Step 3. The City Manager will meet with the grievant and his/her representative if such meeting is requested in writing.

Section 6. Arbitration. Grievances not resolved at Step 3 of the Grievance Procedure may be submitted to a third party for arbitration. A request for arbitration must be submitted by written notice to the City within seven (7) calendar days following receipt of the City Manager's response at Step 3. Copies of any such request by an employee will be furnished to the City and to the Union.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within five (5) days after notice has been given. If the parties fail to select an arbitrator, a request by either or both parties shall be made to the Federal Mediation and Conciliation Service to provide a panel of five (5) prospective arbitrators. Both the City and the Union shall have the right to strike two names from the panel. A coin toss will determine who strikes the first name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator shall have the power to interpret, apply, and enforce this written Contract but shall have no power to add to, subtract from, or modify the terms thereof. The rules of evidence and the nature of the hearing will be conducted in a manner consistent with all state and federal legislation, applicable rules and regulations.

The decision of the arbitrator shall be issued within thirty (30) days after conclusion of the hearing and shall be final and binding upon the parties.

The parties of the grievance, their witnesses and representatives shall have the right to be present at the grievance arbitration in addition to the arbitrator. Other persons may be present at arbitration hearings as the parties may mutually agree. Either party shall have the right to record the evidence presented at the arbitration hearing. Arbitration hearings shall be closed to the public and evidence taken shall not be revealed to any third party until such time as the decision of the arbitrator is made unless parties agree otherwise.

The cost of arbitration and recording the same shall be divided equally between the parties to this Contract. The cost of a certified court reporter, if requested by the arbitrator, shall be divided equally between the parties. Each party will pay for the cost of its own case preparation and for expenses of its witnesses.

Section 7. Grievance Committee. The Grievance Committee shall consist of three (3) persons designated by the Union as representatives and of not more than three (3) City representatives except by mutual agreement. The names and addresses of the parties selected shall be certified by the Union to the City. Representatives or agents of the parties may be present at grievance committee meetings.

The function of the Grievance Committee will be to meet and confer as needed during the life of the contract for the purpose of discussing problems between the parties arising out of the administration of this contract.

ARTICLE XXIII GENERAL CONDITIONS

Section 1. This Contract shall be construed under the laws of Iowa.

Section 2. The City and the Union agree they will not act to discriminate because of race, creed, color, sex, age, national origin, gender identity, disability, religion, marital status, sexual orientation, or political affiliation unless the reason for the discrimination is job-related or otherwise allowed by law. The parties agree that complaints alleging violation of this section shall not be subject to the grievance/arbitration provisions of this contract but rather, shall be brought before the appropriate state or federal forum.

Section 3. Parking. No fewer than ten (10) parking places in the Civic Center lot will be held in the names of fire bargaining unit members provided that fees are paid according to City procedures for the ten places. Bargaining unit members shall pay parking fees for permits in the amount equal to that charged other City employees who park in the Civic Center parking lot. The City will assume no increase in responsibility in administering use of parking permits as a result of this Contract and any disputes over use of the ten permits must be handled by the Union representative. Other fire department members may hold parking permits in accordance with City procedures.

Section 4. Grocery Buyer. The grocery buyer for each shift may use a City vehicle if available at times and in areas designated by the Fire Chief.

Section 5. Fifty-two (52) copies of the new contract will be provided to unit employees as soon as is practicable. If the Union wants additional copies, the City will provide at cost.

Section 6. The City agrees to meet and confer on mandatory items (Chapter 20, Section 9) during the course of this agreement and to notify the Association of significant changes in working conditions as far in advance as is reasonably possible.

Section 7. Employees covered by this agreement shall be allowed to participate in the Section 125 Pre-Tax Advantage Program as established by the City. At a minimum, said program will allow for pre-tax payment of health insurance co-payments to the extent allowed by Federal and State law.

Section 8. Early Retirement Incentive. The City will give the Union notice and opportunity to discuss at a Grievance Committee meeting prior to implementing any early retirement incentive program. Such program must be applied on a unit-wide basis and participation will be voluntary.

ARTICLE XXIV WAIVER

All negotiations or bargaining with respect to the terms and conditions of this Contract shall be conducted by authorized representatives of the Union, Local 610, and the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

The expressed written provisions of this Contract will not be modified except by authorized representatives of the parties.

The Contract supersedes and cancels all previous agreements between the City and the Union and constitutes the entire Contract between the parties and concludes collective bargaining for its duration. All parties to this Contract waive each and every right to negotiate to which they would otherwise be entitled under the laws of the State of Iowa for the duration except as amended.

ARTICLE XXV SAVINGS CLAUSE

Should any Article, Section, or any portion thereof of this Contract be held unlawful and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof declared null and void in the decision and the remainder of this Contract shall remain in full force and effect. Neither party shall be required as a result of their Contract with each other to conduct themselves in a manner which would cause them to neglect their duties under law or to engage in activities in violation of the law.

If replacement provisions are deemed necessary by the Union or the City they shall give notice to the other party of their intent to reopen applicable portions of the Agreement. Negotiations will begin within ten (10) days unless extended by mutual written agreement.

ARTICLE XXVI DURATION

This Contract shall be in effect between July 1, 2006, and June 30, 2009, and shall continue from year to year thereafter unless written notice to change or modify it is served by either party prior to August 15 of the year preceding the expiration date of this Contract or any extension thereof.

ARTICLE XXVII WAGES

Section 1. The effective date of compensation and benefit adjustments applicable to any fiscal year will be the first day of the pay period which begins between the dates of June 24 and July 7, inclusive.

Effective dates over the next four years are as follows:

July 1, 2006	June 28, 2008
June 30, 2007	June 27, 2009

Section 2. The base pay of each step for the Iowa City Fire Department Firefighters, Lieutenants, and Captains will be increased by three and one-tenth percent (3.1%) at the beginning of Fiscal Year 2007, and will be further increased by three and one quarter percent (3.25%) at the beginning of Fiscal Year 2008, and will be further increased by three and three-tenths percent (3.3%) at the beginning of Fiscal Year 2009, said adjustments to become effective on the appropriate date as defined in Section 1 above. Copies of the pay plans for FY2007, FY2008, and FY2009 are attached to this agreement as Exhibit A.

Bargaining unit members will be eligible for salary adjustments to the next step as follows:

- Step 2 - after six (6) months at Step 1.
- Step 3 - after six (6) months at Step 2.
- Step 4 - after one (1) year at Step 3.
- Step 5 - after one (1) year at Step 4.
- Step 6 - after one (1) year at Step 5.

Step increases shall be granted only after the employee has achieved a satisfactory rating as determined in the discretion of the Fire Chief.

Bargaining unit members promoted to the ranks of Fire Lieutenant or Fire Captain shall, upon promotion, be compensated at Step 1 of the appropriate salary range, and shall be eligible to receive a one step increase to Step 2, one year following the promotion.

ARTICLE XXVIII OTHER COMPENSATION

Section 1. There will be a cost of living allowance if and when and to the extent the cost of living exceeds nine percent (9%) during the contract year subject to a maximum pay out of two percent (2%) of an employee's base salary for the quarter in question. The method and basis for computing the allowance will be as follows:

- a. All computations will be based on changes in the revised Consumer Price Index (CPI-W) published by the Bureau of Labor Statistics, U.S. Department of Labor, Urban and Clerical Wage Earners, U.S. cities, 1967=100.
- b. The base index month shall be May 2006 for FY07, May 2007 for FY08, and May 2008 for FY09.
- c. Cost of living computations will be made quarterly to determine the percent difference between the CPI-W for the base index month and for August, November, February, and May of each applicable fiscal year.
- d. Quarterly cost of living allowance pay adjustments will be made effective the first day of the month following the month in which it is determined that the cost of living has increased in excess of nine percent (9%). However, these quarterly cost of living payments are limited to a maximum of two percent (2%) of an employee's base salary for the quarter in question. Furthermore, any payments made under this Article for the final quarter described in Section (c) shall not be included in the base salary of any employee but shall be paid on a one-time, non-recurring basis.

Payments made for the remaining three (3) quarters, if any, shall be included in the employee's base salary.

- e. No cost of living adjustment will have the effect of reducing the salary schedules set forth in Article XXVIII, Compensation of this Agreement.

Section 2. Longevity Pay. A payment will be made to permanent full-time employees as of December 1 of each fiscal year to reflect years of service with the City according to the following schedule:

<u>Length of Service on December 1</u>	<u>FY05</u>	<u>FY06</u>
5 years 1 day - 10 years	\$275.00	\$325.00
10 years 1 day - 15 years	450.00	500.00
15 years 1 day - 20 years	600.00	650.00
20 years 1 day - 25 years	750.00	800.00
25 years 1 day +	1,000.00	1,050.00

This payment will be prorated on the basis of monthly segments for members who retire before December 1 in any fiscal year. Any employee who terminates after December 1 will reimburse the City on the same proration.

Section 3. A payment of \$700 will be made to each permanent full-time bargaining unit employee as of December 1 of each fiscal year. In the event that an employee terminates for any reason after December 1, he/she will reimburse the City from this payment on a prorated basis (monthly segments). For example, an employee who retires on January 1, will return one-half of the December 1 payment.

Section 4. Each permanent, full-time bargaining unit employee who is a duly certified Emergency Medical Technician-Basic as of the first day of the contract benefit period as defined in Article XXVII, Section 1 above, shall receive a payment of four hundred seventy-five dollars (\$475.00) on the second payday of each fiscal year.

ARTICLE XXIX USE OF TIME OFF

Current policies governing the use of holiday, compensatory and vacation time will apply uniformly on a departmental basis.

Once holiday, compensatory and vacation time is approved and scheduled, its use shall not be denied except:

1. In emergency situations.
2. Where minimum staffing cannot be achieved due to unavailability of replacement personnel.

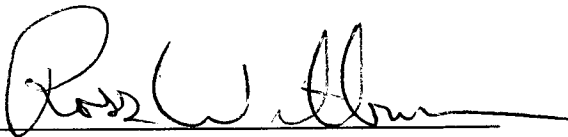
Where #2 above applies, it is understood that the employer will place up to four telephone calls to attempt to secure a replacement for an employee whose scheduled time is subject to cancellation. If no replacement is secured, the scheduled time off is cancelled unless the affected employee secures a replacement.

Efforts by the employer to contact replacement personnel (other than the number of telephone call attempts) shall not be grievable under the provisions of this agreement.

The benefits to the bargaining unit of this article were agreed to by the employer in exchange for the Union's acceptance of a salary and benefit package less than the employer would have otherwise agreed to.

CITY OF IOWA CITY, IOWA

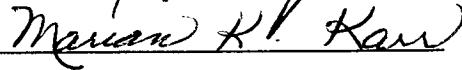
IOWA CITY ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS,
IAFF, AFL-CIO, LOCAL #610

By: 
MAYOR

By:  Pres / L610

By: 
ASSISTANT CITY MANAGER

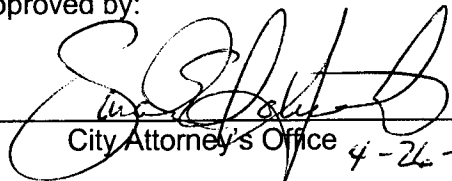
By: _____

ATTEST: 

Date: 5/2/06

Date: 052606

Approved by:


City Attorney's Office 4-26-06

**FIRE PAY PLAN - FY07
EFFECTIVE JULY 1, 2006**

	1	2 6 MO.	3 12 MO.	4 24 MO.	5 36 MO.	6 48 MO.
35 FIREFIGHTER	13.42	13.96	14.64	15.17	15.89	16.58
	1503.04	1563.52	1639.68	1699.04	1779.68	1856.96
	39079.04	40651.52	42631.68	44175.04	46271.68	48280.96
36 FIRE LIEUTENANT	17.39	18.22				
	1947.68	2040.64				
	50639.68	53056.64				
37 FIRE CAPTAIN	18.95	19.83				
	2122.40	2220.96				
	55182.40	57744.96				

**FIRE PAY PLAN - FY08
EFFECTIVE JUNE 30, 2007**

	1	2 6 MO.	3 12 MO.	4 24 MO.	5 36 MO.	6 48 MO.
35 FIREFIGHTER	13.86	14.41	15.12	15.66	16.41	17.12
	1552.32	1613.92	1693.44	1753.92	1837.92	1917.44
	40360.32	41961.92	44029.44	45601.92	47785.92	49853.44
36 FIRE LIEUTENANT	17.96	18.81				
	2011.52	2106.72				
	52299.52	54774.72				
37 FIRE CAPTAIN	19.57	20.47				
	2191.84	2292.64				
	56987.84	59608.64				

**FIRE PAY PLAN - FY09
EFFECTIVE JUNE 28, 2008**

	1	2 6 MO.	3 12 MO.	4 24 MO.	5 36 MO.	6 48 MO.
35 FIREFIGHTER	14.32	14.89	15.62	16.18	16.95	17.68
	1603.84	1667.68	1749.44	1812.16	1898.40	1980.16
	41699.84	43359.68	45485.44	47116.16	49358.40	51484.16
36 FIRE LIEUTENANT	18.55	19.43				
	2077.60	2176.16				
	54017.60	56580.16				
37 FIRE CAPTAIN	20.22	21.15				
	2264.64	2368.80				
	58880.64	61588.80				

IOWA 500

IOWA 500 HEALTH CARE COVERAGE

IOWA 500 coverage combines basic Blue Cross hospital, Blue Shield physician and Major Medical coverages into a single program using deductibles and copayments. And after the deductible and copayment have been satisfied, the dollar coverage and number of hospital days are unlimited except for Nervous and Mental admissions.

In short, the Subscriber shares in the costs of the medically necessary hospital, medical and surgical services provided. However, the Subscriber's share never exceeds \$500 per contract per year for covered services, regardless of the number of family members.

IOWA 500 plan benefits encourage medical self-maintenance practices by paying for 90% of the covered Usual, Customary and Reasonable charges for:

- * One routine annual physical examination in a doctor's office or clinic
- * Home and office calls needed to diagnose or treat a medical condition
- * Immunizations required by a Subscriber or any person in a Subscriber's family

The idea behind IOWA 500 coverage? To encourage continuing medical self-maintenance and help reduce the length and number of unnecessary hospital stays. These efforts, of course, can help keep health care costs--and rates--in line.

THE IOWA 500 Plan Covers These Extensive Services:

<u>HOSPITAL CARE</u>	90/10	<u>PHYSICIAN SERVICES</u>	90/10
Inpatient		. Home and office visits	
. Semi-private room and board		. One routine annual physical exam	
. Necessary services and supplies		. Pre-natal and post-natal care in physician's office	
. Operating rooms, intensive care, coronary and burn care units		. Immunizations	
. Delivery room for normal delivery, Caesarean section, miscarriage or admission for false labor		. Hospital visits and nursing facility visits	
. Necessary laboratory and x-ray services			
Outpatient		<u>NERVOUS AND MENTAL</u>	90/10
. Surgery		Outpatient - 90/10 to \$10,000	
. Diagnostic x-ray and laboratory services		Lifetime Maximum.	
. Accident care		<u>SKILLED NURSING FACILITY</u>	90/10
<u>HOME HEALTH CARE</u>	90/10	. Unlimited Room and Board	
. Services provided by a Registered Nurse		. Services and supplies	
. Services prescribed by a physician			

THE IOWA 500 PLAN COVERS THESE OTHER SERVICES:

These other services are subject to a \$100 contract deductible per calendar year

- . Prescriptions
- . Anesthetics
- . Blood plasma
- . Casts
- . Crutches
- . Durable medical equipment
- . Other supplies when ordered by a physician
- Nursing Services
 - . Private-duty nursing services
- Ambulance
 - . Air
 - . Ground

DEDUCTIBLES AND COPAYMENT

- . Hospital - The Subscriber is responsible for the first two days of semi-private room and board. Per Hospital Admission.
- . Physician - The subscriber pays 10% of the physician's Usual, Customary and Reasonable charges including office calls. IOWA 500 coverage pays the remaining 90%.
- . Other Supplies/Services - The subscriber pays the first \$100 per contract per calendar year for medical supplies and services. These may include prescription drugs, services of a Registered Nurse, ambulance services, home health care and braces.

When the subscriber's expenditures for hospital, physician, and/or other services reach \$500 per year, IOWA 500 pays 100% of all remaining charges. If the subscriber's expenditures for hospital, physician, and/or other services do not reach \$500, the subscriber pays 10% of all remaining charges up to a total maximum expenditure of \$500. (Outpatient treatment for nervous and mental conditions is paid 90/10 co-payment until the \$10,000 Lifetime Maximum is met. Co-payment for outpatient Nervous and Mental does not apply to the out-of-pocket maximum.

CARRYOVER OF DEDUCTIBLE

Expenses for covered services incurred during the months of October, November and December and which are used to satisfy that year's deductible can be used toward satisfying the next calendar year's deductible.

Hospital Service	Physician Service	Other Covered Services
1 or 2 day deductible	90%/10%	\$100 deductible
90%/10% until \$500 per contract maximum		
IOWA 500 PAYS 100% of Covered Services		

Summary of Benefits

DELTA DENTAL COVERAGE

Delta Dental Plan of Iowa coverage not only provides a variety of benefits but also encourages timely and effective dental maintenance. More than 80% of the dentists in Iowa participate in the Delta Dental program. Delta Dental payment is based on Usual, Customary and Reasonable allowances, subject to deductible and copayment provisions of the program.

Your Delta Dental program includes a "medical necessity" provision which ensures coverage for dental services provided within generally accepted dental practices.

Like Blue Cross and Blue Shield of Iowa, the Delta Dental Plan receives claims directly from participating dentists. And we pay them directly for you. That eliminates claims-handling chores for you and your employees — and saves valuable time and money.

To provide a program to meet your company's needs, Delta Dental Plan benefits are available with deductibles, copayments and maximum payment allowances for covered services.

These benefits are combined to meet your needs:

Preventive Maintenance benefit includes:

- Routine checkups at six-month intervals including bitewing x-rays at 12-month intervals.
- Teeth cleaning once every six months.
- Topical fluoride applications as prescribed but no more than once every six months.
- Full-mouth x-rays once in any three-year interval unless special need is demonstrated.

Routine Restorative benefit provides ongoing care including:

- Regular cavity fillings.
- Oral surgery (including pre- and post-operative care).
- Emergency treatment for relief of pain.

Major Restorative benefit covers:

- High-cost fillings.
- Cast restorations.
- Root canal fillings.
- Non-surgical treatment for gum diseases.



Delta Dental Plan of Iowa RATE QUOTATION

PLAN II

Program Benefits

**Deductible
Single/Family
(Annual)**

Copayment

Preventive Maintenance

\$ _____

_____ %

Routine Restorative

\$ 25/75

50 %

Major Restorative

S. _____

50 %

☐ **Dental Prosthetics**

§ _____

_____ %

☐ Periodontics

§ _____

_____ %

☐ Orthodontics

§ _____

_____ %

☐ Dependents to age _____

☐ Full-time students

☐ **Adults**

Program Maximums

Single \$ 500 per year

Family \$ 500 per member, per year

Lifetime benefit maximum on Orthodontics \$ _____

Program Rates*

Single \$ _____ per month

Family \$ — — per month

These rates guaranteed for 12 months beginning on 7-1-85
(date)

if purchased by 7-1-85
(date)

*Rates quoted here are based upon census information provided and acquiring and maintaining a minimum enrollment of 90% of total eligible employees for the duration of the contract.

Authorized Representative

Date _____

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to the terms and conditions specified in the contract itself and enrollment regulations in force when the contract becomes effective.



Delta Dental Plan of Iowa

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF IOWA CITY
AND
IOWA CITY ASSOCIATION OF PROFESSIONAL FIREFIGHTERS
IAFF, AFL-CIO, LOCAL 610

For contractual purposes, a Lieutenant assigned to the Training/Public Education assignment will be defined as Lieutenant under Article I of the Collective Bargaining Agreement.

A Lieutenant (56 hours per week) assigned to the Training/Public Education assignment with a 40 hour work week schedule, will continue to accrue vacation sick leave and holiday time at the higher shift rate while on the 40 hour assignment, and will use benefits on a pro-rated basis. The ratio of shift (56 hours), to regular week (40 hours), is 1.4. Therefore, this ratio will be used when reporting accrual usage; i.e., for every 1 hour of time taken, 1.4 hours will be reflected on the accrual usage.

Work Week:	56 hours/40 hours = 1.4
Annual Hours Worked:	2912 hours/2080 hours = 1.4
Holiday Time:	123 hours/88 hours = 1.4

If an employee assigned to a 40 hour schedule terminates employment while on this schedule, his/her benefit payout will be calculated on a 56 hour benefit schedule, at the 56 hour work week rate.

The annual salary for a Lieutenant in the Training/Public Education assignment will be the equivalent of pay grade 37, with the hourly rate adjusted to reflect a 40 hour work week.

<u>Pay Plan</u>	<u>Step 1</u>	<u>Step 2</u>
FY07	26.53 2122.40 55182.40	27.76 2220.80 57740.80
FY08	27.40 2192.00 56992.00	28.66 2292.80 59612.80
FY09	28.31 2264.80 58884.80	29.61 2368.80 61588.80

A Lieutenant with this assignment would be placed at the same step he/she held in grade 36. He/she would be eligible for increases in accordance with ARTICLE XXVII WAGES Section 2.

When time is worked beyond 8 hours per day every effort will be made to adjust the remainder of the work week to limit total work hours to 40 per work week. If this is not possible, comp time will be accrued or overtime will be paid in accordance with applicable laws.

The parties agree that this side letter take effect from July 1, 2006 to June 30, 2009.

CITY OF IOWA CITY

IOWA CITY ASSOCIATION OF
PROFESSIONAL FIREFIGHTERS
IAFF, AFL-CIO, LOCAL #610

By: _____

Assistant City Manager

By: _____

President

Date: _____

5/26/06

Date: _____

052606

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF IOWA
AND
IOWA CITY ASSOCIATION OF PROFESSIONAL FIREFIGHTERS
IAFF, AFL-CIO, LOCAL 610

For contractual purposes, a Captain assigned to the Fire Inspector position will be defined as Captain under Article I of the Collective Bargaining Agreement.

A Captain (56 hours per week) assigned to the Fire Inspector position with a 40-hour work week schedule, will continue to accrue vacation, sick leave, and holiday time at the higher shift rate while on the 40-hour assignment, and will use benefits on a pro-rated basis. The ratio of shift (56 hours) to regular week (40 hours) is 1.4. Therefore, this ratio will be used when reporting accrual usage, i.e. for every 1 hour of time taken, 1.4 hours will be reflected on the accrual usage.

Work Week: 56 hours = 1.4
Annual Hours Worked: 2912 hours/2080 hours = 1.4
Holiday Time: 123 hours/88 hours = 1.4

If an employee assigned to a 40-hour schedule terminates employment while on this schedule, his/her benefit payout will be calculated on a 56-hour benefit schedule, at the 56-hour work week rate.

The annual salary for a Captain in the Fire Inspector position will be the equivalent of pay grade 37 plus nine percent, with the hourly rate adjusted to reflect a 40-hour work week.

<u>Pay Plan</u>	<u>Step 1</u>	<u>Step 2</u>
FY07	28.92 2313.60 60153.60	30.26 2420.80 62940.80
FY08	29.87 2389.60 62129.60	31.24 2499.20 64979.20
FY09	30.86 2468.80 64188.80	32.27 2581.60 67121.60

A Captain with this assignment would be placed at the same step he/she held in grade 37. A Lieutenant promoted to Captain with this assignment would be placed at Step 1, and be eligible for a salary adjustment to Step 2 after six (6) months at Step 1. He/she would be eligible for increases in accordance with ARTICLE XXVII WAGES Section 2.

When time is worked beyond 8 hours per day, every effort will be made to adjust the remainder of the work week to limit total work hours to 40 per work week. If this is not possible, comp time will be accrued or overtime will be paid in accordance with applicable laws.

The parties agree that this side letter take effect from July 1, 2006 to June 30, 2009.

CITY OF IOWA CITY

By:

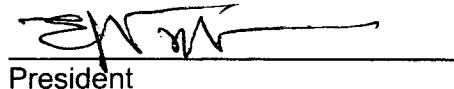

Assistant City Manager

Date:

5/26/06

IOWA CITY ASSOCIATION OF
PROFESSIONAL FIREFIGHTERS
IAFF, AFL-CIO, LOCAL 610

By:


President

Date:

052606

Prepared by: Dale Helling, Assistant City Manager, 410 E. Washington St., Iowa City, IA 52240; 319-356-5013

RESOLUTION NO. 06-148

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF IOWA CITY AND THE IOWA CITY ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF, AFL-CIO, LOCAL #610, TO BE EFFECTIVE JULY 1, 2006, THROUGH JUNE 30, 2009.

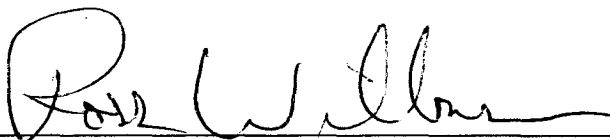
WHEREAS, the City of Iowa City, Iowa (hereinafter the City), and the Iowa City Association of Professional Fire Fighters, IAFF, AFL-CIO, Local #610, (hereinafter the Union), through their designated bargaining representatives, have negotiated a collective bargaining agreement to be effective July 1, 2006, through June 30, 2009, a copy of which Agreement is attached to this resolution and by this reference made a part hereof, and

WHEREAS, the City desires to approve the Agreement, finding that it will promote efficient municipal operations, thereby providing residents of the community with municipal services.

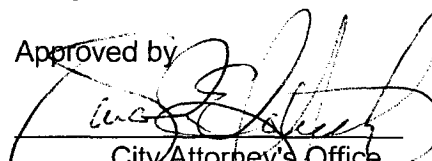
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA, THAT:

1. The above-referenced Agreement between the City and the Union is hereby approved by the City.
2. The Mayor is hereby authorized and directed to sign, and the City Clerk to attest, the Agreement.

Passed and approved this 2nd day of May, 2006.


MAYOR

Approved by


City Attorney's Office
4-26-06

ATTEST: 
CITY CLERK

It was moved by Bailey and seconded by Champion the Resolution be adopted, and upon roll call there were:

AYES:

X
X
X
X
X
X
X

NAYS:

ABSENT:

 Bailey
 Champion
 Correia
 Elliott
 O'Donnell
 Vanderhoef
 Wilburn